

COUNTY MANAGER  
AMENDED EMPLOYMENT AND SEPERATION AGREEMENT  
HABERSHAM COUNTY BOARD OF COMMISSIONERS

THIS AGREEMENT made and entered into this 16<sup>th</sup> day of September, 2024 by and between the Board of Commissioners of Habersham County, Georgia, hereinafter called "Employer", and Alicia M. Vaughn hereinafter called "Employee", both of whom understand and agree as follows:

WITNESSETH:

WHEREAS, Employer desires to amend the current applicable County Manager Employment Agreement to provide as follows; and

WHEREAS, Employer desires to employ the services of said Employee as County Manager of Habersham County, Georgia, effective immediately through December 27, 2024, as provided by the Official Code of Georgia and the Habersham County Code of Ordinances; and

WHEREAS, it is the desire of Employer to provide certain benefits for continued employment by Employee and to provide for certain benefits upon termination of Employees employment by Employer; and

WHEREAS, it is the desire of Employer to: (1) secure and retain the services of Employee and to provide inducement for her to remain in such employment through December 27, 2024, (2) to make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security and (3) to provide a just means for terminating Employee's services for any reason; and

WHEREAS, Employee desires to accept employment as County Manager of Habersham County, Georgia through December 27, 2024 and to resign as county manager effective said date;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Duties.

Employer hereby agrees to employ said Alicia M. Vaughn as county manager of said Employer to perform the functions and duties specified in the Code of Ordinances of Habersham County, Georgia and as duly authorized by the Georgia General Assembly and to perform other legally permissible duties and functions as Employer from time to time may assign to include assisting in the selection and hiring of a county manager.

Section 2. Term.

- A. This contract shall become effective immediately and continue through December 27, 2024.
- B. Employee hereby agrees and submits her resignation effective December 27, 2024.
- C. Employee agrees to remain in the exclusive employ of Employer during the pendency of this agreement and neither to accept other employment nor become employed by any other employer until termination, unless said termination is affected as hereinafter provided. The term "employed" shall not include occasional teaching, speaking, writing or consulting activities performed on the employee's time off.

Section 3. Suspension.

Employer may suspend Employee with full pay and benefits at any time during the term of this Agreement upon the affirmative vote of three members of the Board of Commissioners.

#### Section 4. Severance Pay.

Employer agrees to pay Employee as severance pay a lump sum cash payment equal to the following sums: (1) six months aggregate salary; (2) six months for Employee's cost of COBRA continuation for family coverage for medical, dental and vision insurance; and (3) compensation for Employee's accrued annual leave as of December 27, 2024. Said severance pay shall be paid to Employee no later than January 17, 2025. In addition, Employer shall contribute the mandatory contribution of 15% of the total severance pay for the benefit of Employee to the Senior Management Deferred Compensation Contribution plan pursuant to the terms of said plan no later than January 17, 2025.

#### Section 5. Salary.

Employer agrees to pay Employee for her services, rendered pursuant hereto, an annual base salary of \$203,278.40, payable in installments at the same time and same intervals as other full-time employees of Employer are paid.

#### Section 6. Hours of Work.

Employee is an exempt employee who is expected to engage in those hours of work which are necessary to fulfill the obligations of her position of employment. Employee does not have pre-established hours inasmuch as she is expected to be available at all reasonable times and to manage emergency matters effecting the Employer that may occur outside the normal work day. On any occasion Employee is out of the office for any substantial part of the day, Employee shall make the Chairman or county clerk aware of her whereabouts. Employee is authorized to schedule her work Monday through Friday of each week, understanding that she will make herself available at all other reasonable times as necessary to fulfill her employment duties and that she, due to the nature of her weekly schedule, may schedule to work remotely with the concurrence of the Chairman.

#### Section 7. Outside Activities.

Employee shall not spend more than five hours per week in teaching, consulting or other non-Employer connected business without the prior approval of Employer. Activities associated with the CVIOG and ACCG are deemed to be Employer connected and Employee is encouraged to participate in such activities without reservation.

#### Section 8. Annual Leave, Sick Leave, Etc.

Notwithstanding the provisions of this contract relative to termination of employment, the Employee shall be subject to and governed by the general personnel policies for county employees regarding the use of vacation, sick leave, other forms of leave and holidays effective July 12, 2021, or as amended.

#### Section 9. Additional Benefits.

Employer shall provide to Employee for her exclusive use a county-owned vehicle during the term of this Agreement for employment, professional, and personal use by Employee. Except as provided for herein, said use shall be subject to the policies and procedures adopted by the Employer. All gas, insurance, repairs and maintenance shall be provided by Employer. Said vehicle shall be the same vehicle currently assigned to Employee for her use. Employer shall provide Employee use of a desktop computer and laptop computer. Employee shall provide her own personal cell phone. Employer shall pay to Employee an additional monthly allowance for said cell phone usage in the amount of \$100.00 per month. Employee is

solely responsible for all costs and expenses for the purchase, repair, maintenance, operation, or other expenses associated with such cell phone.

#### Section 10. General Expenses.

Employer recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by Employee and hereby agrees to reimburse Employee for such reasonable expenses upon presentation and acceptance of a receipt.

#### Section 11. Health Care Benefits & Insurance.

Employee shall be entitled to receive all health care, life insurance, short-term and long-term disability insurance and other benefits offered to all other County employees as noted in its personnel policies as they exist or may be amended. Said benefits shall begin immediately with no waiting period and shall continue for the period of this Agreement.

#### Section 12. Retirement.

Employee shall not be subject to the general policies of the County regarding retirement as the same exists or may hereafter be amended due to the unique nature of her employment and profession. Employee shall be entitled to immediately participate in the Senior Management Deferred Compensation Contribution plan and Employer shall contribute 15% of Employee's gross wages without a mandatory Employee contribution for the period of this Agreement.

#### Section 13. Waiver of Claims, Non-disparage, Professional Reference

Employer hereby agrees and hereby waives any and all claims, legal, equitable, administrative, or other, known or unknown, contingent or otherwise, that Employer may have against Employee, including but not limited to, any action or inaction by Employee arising from Employee's employment and separation from Employer and arising from Employee's term as county manager.

Employee hereby agrees and hereby waives any and all claims, legal, equitable, administrative, or other, known or unknown, contingent or otherwise, that Employee may have against Employer, including but not limited to, any action or inaction by Employer arising from Employee's employment and separation from Employer and arising from Employee's term as county manager.

Employer hereby agrees that Employer shall not disparage the professional or personal reputation, character or name of the Employee in any manner whatsoever to any person or entity.

Employer hereby agrees to provide upon request of Employee, or any third party, a positive professional reference of Employee in reference to her employment as county manager.

#### Section 14. Professional Development.

- A. Employer hereby agrees to budget and pay for the reasonable travel and subsistence expenses (including hotel, mileage, and meal expenses) of Employee for professional and official travel, meetings and occasions adequate to continue the professional training and development of Employee and to adequately pursue necessary official and other functions for Employer including, but not limited to, the Annual Conference of the International City/County Management Association, ACCG, NACO and such other national, regional, state and local government groups and committees thereof, upon which Employee serves as a member. Said expenses shall be subject to budget limitations and County travel policies.

- B. Employer also agrees to budget and pay for the reasonable travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for her professional training and development and for the good of Employer. Said expenses shall be subject to budget limitations and County travel policies.

#### Section 15. Bonding.

Employer shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

#### Section 16. Indemnification.


Employer shall defend, save harmless and indemnify Employee against any tort, professional liability, claim or demand or other legal action, arising out of an alleged act or omission occurring in the performance of Employee's duties as County Manager except for those instances where the act or omission of Employee rises to the level of gross negligence, reckless conduct or intentional acts. Employer shall pay the cost of Employee's separate legal counsel for representation in said claims. Employer will litigate, compromise and/or settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

#### Section 17. Other Terms and Conditions of Employment.

- A. Employer, in consultation with the Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, County Ordinances or any other law or policy.
- B. All provisions of the County Code, the County Personnel Policies and Procedures and regulations and rules of Employer relating to vacation and sick leave, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended shall also apply to Employee as they would to other employees of Employer, in addition to said benefits enumerated specifically for the benefit of Employee as herein provided. Employee shall be entitled to the same vacation and sick leave benefits and accrual as are accorded department heads.

#### Section 18. Notices.

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- (1) Employer: Chairman, Habersham County Board Commissioners  
130 Jacobs Way  
Clarkesville, GA 30523
- (2) Employee: Ms. Alicia M. Vaughn  


Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

#### Section 19. General provisions.

- A. The text herein shall constitute the entire Agreement between the parties.

- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.
- C. If any provision, or portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, Employer has caused this Agreement to be signed and executed in its behalf by its Chairman and duly attested by its County Clerk, and Employee has signed and executed this Agreement, both in duplicate, the date and year first above written.



BOARD OF COMMISSIONERS OF  
HABERSHAM COUNTY

By: \_\_\_\_\_  
Ty Akins, Chairperson

ATTEST:

EMPLOYEE

By: \_\_\_\_\_  
Brandalin Carnes  
County Clerk

By: \_\_\_\_\_  
Alicia M. Vaughn

